

EXHIBIT A
TO REGISTRATION STATEMENT

Under the Foreign Agents Registration Act of 1938, as amended

Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently

1. Name and address of registrant Gray and Company
The Power House
3255 Grace Street, N.W.
Washington, D.C. 20007

2. Registration No. 3301

3. Name of foreign principal
Domingo Moreira

4. Principal address of foreign principal
C/O Latin American Distributors
820 N.W. 60th Street
Miami, FL 33366

5. Indicate whether your foreign principal is one of the following type:

☐ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☐ Other (specify) _____

☒ Individual - State his nationality Guatemalan

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant.

Not applicable

b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom the registrant deals. Not applicable

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

Mr. Domingo Moreira is a Guatemalan businessman acting in his capacity as a private citizen.

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b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal. . . . Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal . . . Yes ☐ No ☒

Subsidized in whole by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

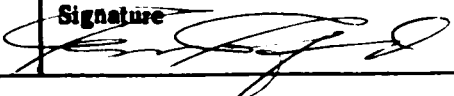
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

Not applicable.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Not applicable.

Date of Exhibit A Feb. 22, 1982	Name and Title Sr. V.P. Charles S. Crawford	Signature 
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UNITED STATES DEPARTMENT OF JUSTICE
Washington, D.C. 20530

EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

RECEIVED
CRIMINAL DIVISION
FEB 23 2 56 PM '81
INTERNAL SECURITY
SECTION
REGISTRATION

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant	Name of Foreign Principal
Gray and Company	Domingo Moreira

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.
4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Gray and Company will be providing public relations/public affairs services to Domingo Moreira pursuant to the attached contract.

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5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

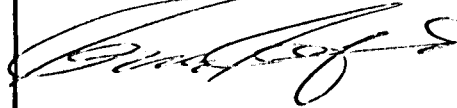
Gray and Company has been engaged to provide public relations/public affairs services to Domingo Moreira for the purpose of improving Guatemala's image in the United States and seeking support for changes in U.S. policies towards Guatemala.

Gray and Company's first assignment will be to help organize within the next few months an American coalition in support of improved Guatemalan/U.S. relations.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See question #5.

Date of Exhibit B	Name and Title	Signature
Feb. 22, 1982	Charles S. Crawford Sr. Vice President	

^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



GRAY AND COMPANY

CHARLES S. CRAWFORD
SENIOR VICE PRESIDENT

January 14, 1982

Domingo Moreira
Latin American Distributors
820 N.W. 60th Street
Miami, Florida

Dear Domingo:

Please let this serve as our letter of agreement by which Gray and Company will provide you with public relations/public affairs counsel and services.

The fee for Gray and Company services will accrue on an hourly basis for officers and staff. Those most likely to be involved in service to you will be Bob Gray at \$350.00 per hour of service, myself at \$150.00 per hour of service and Neil Livingston at \$115.00 per hour of service. Other staff charges will range from \$80-\$115/hour for account executive time, \$50-\$60/hour for assistant account executive time and \$35-\$45/hour for support staff time. Gray and Company will deploy the least expensive personnel possible for each portion of our assignments, however because of the nature of the task we have discussed, it is expected there will be substantial involvement from Bob Gray and other senior members of the firm. From time to time, we may engage the service of our co-venture firm, the International Consulting Group, for specific expertise and contacts. The service fee of the International Consulting Group will be included in time charges from Gray and Company.

Because of the unusual and short-term nature of our assignment, Gray and Company waives the requirement a minimum use of our services each month and the requirement of a minimum one-year contractual term. However, we require a pre-payment of estimated staff time and out of pocket charges of \$10,000 at the commencement of our agreement and then \$10,000 pre-payment against estimated charges before the first day of each month of service. Against the \$10,000 advance payment, staff charges and out of pocket expenses will be charged as they are accrued.

Staff services charges are exclusive of out-of-pocket expenses to which a ten percent (10%) administrative handling fee will be added. Staff charges and out of pocket expenses will be invoiced at the end of each month of our service. Any invoice unremitted for a period of sixty (60) days will incur a carrying charge of two percent (2%) per month against the outstanding balance due.

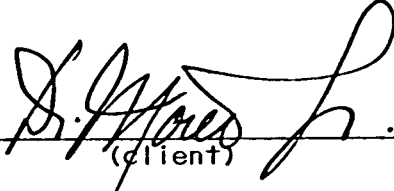
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Mr. Domingo Moreira
January 14, 1982
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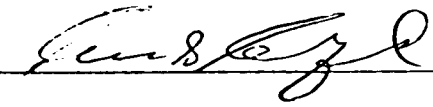
Both parties agree to comply with all United States laws concerning foreign agent registration.

Gray and Company cannot independently verify factual material supplied to it by you or your surrogates and therefore you agree to indemnify and hold harmless Gray and Company for any claim, loss, damage, expense or other legal liability based upon information, representations, reports, news releases or other material prepared by Gray and Company prepared for you or your agents. This agreement will commence January 18, 1982. Either party has the right to terminate the agreement upon fifteen (15) days advance written.



(client)
Date: _____

GRAY AND COMPANY



Date: Jan 15, 1982